



**DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NATIONAL GUARD BUREAU**

Office of the United States Property and Fiscal Officer, South Dakota
2823 West Main Street
Rapid City, South Dakota 57702-8186

SDPFO-PC

5 March 2006

SUBJECT: Request for Proposal (RFP) W912MM-06-R-0001, 2005 Regional Training Institute (RTI) Meals

To Whom It May Concern:

Your interest in this procurement is appreciated. It is suggested that you download this entire file and then print the file. After you complete your responses on the solicitation document and affix your signature, provide your proposal document to the Contracting Office.

The official copy of the subject solicitation shall be maintained at the USPFO for South Dakota contracting office. The Government will utilize the official copy of the solicitation as a basis to resolve any question(s) of discrepancy involving the proposal documents.

If you decide to submit a proposal, please be sure to carefully complete and return all required information as stated within the Price Schedule, Para 16, (See Section B). You are asked to annotate the lower left corner of the envelope containing your proposal with the subject RFP number. Proposal must be provided to the Contracting Officer prior to the date/time listed in block #8 on the SF1449.

All parties that are seriously considering competing for this contract are **STRONGLY** encouraged to participate in a site visit of the facility. **A tour of Freedom Hall (Bldg 159) will be held on 24 March 06 (9:00 AM MT).** Directions: Take Highway 34/79 east of Sturgis; Ft Meade will be located on the south side of the highway (right side). Take the third entrance into Ft. Meade. As you are traveling south, turn left at the first stop sign. At the yield sign, turn right. Continue south past the large brick building (on the east side or left side), the next building is the BEQ/BOQ and Custer Hall, Bldg T-274, a large wooden structure painted white. Freedom Hall (Bldg 159) is behind the BEQ/BOQ Building. All questions and requests for clarifications concerning the aspects of this project must be submitted in writing to USPFO for South Dakota, ATTN: SDPFO-PC (M. Eisenbraun), 2823 West Main, Rapid City, SD 57702-8186 **not later than 27 March 06 (4:00 PM MT).** Inquiries may be faxed to 605/737-6752, however please call to verify the fax is received. Please do not verbally request clarifications to specifications.

If necessary, based on the questions submitted in writing to this office, an appropriate response and/or RFP amendment will be provided on the SDARNG web page at the Internet address:

<http://sdguard.ngb.army.mil/contracting>

Questions concerning this letter may be directed to the undersigned at 605/737-6738.

Sincerely,

///S\\
MONTY C EISENBRAUN
CW2, SDARNG
Contracting Specialist

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER RTISUBSISTENCE & W90YD76028010		PAGE 1 OF 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912MM-06-R-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MONTY C. EISENBRAUN				b. TELEPHONE NUMBER (No Collect Calls) (605) 737-6738	
9. ISSUED BY CODE W912MM W912MM - USPFO FOR SOUTH DAKOTA ATTN: CW2 MONTY EISENBRAUN - BLDG 455 2823 WEST MAIN STREET RAPID CITY SD 57702-8186 TEL: (605) 737-6738 FAX: (605) 737-6752		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 722310 SIZE STANDARD: \$17.5 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
				13b. RATING			
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO SDARNG REGIONAL TRAINING INSTITUTE OCS LOG OFFICER 54 SHERIDIAN ROAD PO BOX 317 FT MEADE SD 57741-0317 TEL: (605)737-6450 FAX: (605)737-6469		CODE W90CC6		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY			
FACILITY CODE							
TEL.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 47	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT <i>(Location)</i>	
					42c. DATE REC'D <i>(YY/MM/DD)</i>	
					42d. TOTAL CONTAINERS	

SECTION B PRICE SCHEDULE

1. Cost of Meals for consumption inside/outside of Freedom Hall:

- a. Breakfast \$_____ per meal
- b. Lunch \$_____ per meal
- c. Dinner \$_____ per meal
- d. Cup of Soup (14 oz) \$_____ per meal

2. OFFER INFORMATION. The Regional Training Institute (RTI) and South Dakota Army National Guard (SDARNG) has the requirement to support scheduled training/courses with meals. The requirement is for contractor served, cafeteria style meals, along with some other special types of meal requirements. The Contractor shall provide the meals as specified in the enclosed 14 Day Menu. Meals will be all-you-can-eat quantities for all meal items except the meat entrée (portion size of meat entrée shall be stated within the solicitation). Contractor shall provide all subsistence, supplies, and labor for the commercial meals. This shall be a "turnkey" operation where the Government will provide the facility and miscellaneous food preparation equipment under accountability. Any other equipment deemed necessary will be provided by the Contractor. The resulting contract will be firm fixed price.

The initial contract period shall be for 2 months, with an additional option period of 2 months. The Government will provide written notice to the Contractor by 15Dec06 if it desires to exercise the option period. If the contractor does not desire to provide services for the option period, the contractor by written notice will notify the Government NLT 31Dec06. The maximum length of the contract and option period shall not exceed 2 performance periods.

CLIN 0001 Base Period (Performance Period: 3 Jun 06 – 28 Jul 2006)

CLIN 0002 Joint Thunder meals (Performance Period: 9 Jun 06 – 22 Jun 2006)

CLIN 0003 Option Period 1 (Performance Period: 2 Jun 07 – 27Jul 2007)

The rate per meal will be adjusted at the beginning of the option period. The adjustments will be equivalent to the Consumer Price Index (CPI) % of change for food away from home as published by the Department of Labor. For the last year the % of change equaled 3%. The % of change will be applied to each meal of the Base Period. The new rate will be applicable throughout the duration of the Option Period. For example, a Base Period Lunch Meal Rate of \$5 + CPI % change of 3% = a Option Period Lunch Meal Rate of \$5.15.

2. GUARANTEED MINIMUM NUMBER OF MEALS. The Government **shall guarantee** payment to the contractor for **50 Subsistence In Kind (SIK)** personnel/authorized patrons for each Breakfast, Lunch and Dinner meal during the 03 Jun – 28Jul 06 so long as the meal served meets the contract requirements. Except however, in the event of a state or national emergency, declared or undeclared, which in the Government's discretion requires the closing of the facility or canceling of the class, then this contract will be modified as necessary.

If the dining facility remains open during the entire period, then the meal guarantee will be calculated as follows:
(1st meal is noon meal on 3 June 06. Last meal is breakfast meal on 28 July 06.)

55 contract days x 50 meals guaranteed x contracted breakfast cost = guaranteed breakfast \$

55 contract days x 50 meals guaranteed x contracted Lunch cost = guaranteed lunch \$

55 contract days x 50 meals guaranteed x contracted Dinner cost = guaranteed dinner \$

Total guarantee to equal the sum of the breakfast, lunch and dinner dollar guarantee's.

The Government is liable to **pay for** only those meals which are consumed by **SIK personnel or the minimum meal number guarantee (50) whichever is higher!** It shall be the Contractor's responsibility to collect monies, at the same rate as listed in #1 above, for any meals consumed by any non-SIK personnel/patrons.

3. **QUANTITY OF MEALS TO BE SERVED.** The number of meals to be served will be dependent on the number of SIK personnel that participate in the training exercise. The Government shall be liable for the number of meals consumed as verified by the Contracting Officers Representative (COR). Any food (except fruit) served in the dining facility shall be consumed there. **See Tentative Numbers for meal quantity estimates.**

Because the actual number of meals to be served will be unknown at the time of award, the contract shall (at a minimum) provide funding for the guaranteed minimum number of meals and the contract shall indicate a "NOT TO EXCEED" dollar amount. The Contractor ***shall not*** exceed the dollar figure listed within Block 28 of the SF1449. If the Government determines that additional monies are required for continuation of the contract, the Contracting Officer shall incorporate the additional monies upon receipt of a certification of funds.

4. **EVALUATION FOR AWARD.** The Government will evaluate each prospective offer utilizing proposed costs for all meals based on the tentative numbers provided and past performance. Past performance will be evaluated as per references provided. See clause 52.212-2, Evaluation – Commercial Items.

5. **INSURANCE REQUIREMENTS.** Upon award of contract, the Contractor shall provide the Contracting Officer proof of insurance. At a minimum the insurance coverage shall include Workman's Compensation, automotive insurance, and general liability insurance for the duration of the contract. The policies evidencing require insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall maintain a copy of all employees and subcontractor's proofs of required insurance, and shall make copies available to the Contracting officer upon request.

6. **ADDITIONAL INSURED ENDORSEMENT.** The required insurance shall include an additional insured endorsement. This endorsement will be noted on the Certificate of Insurance and include the following:

- a. FULL legal name of individual insured: South Dakota Army National Guard/USPFO for South Dakota.
- b. Specific location of operation: Freedom Hall, Bldg 159, Fort Meade, South Dakota (near Sturgis, SD).
- c. Time Frame: Period of time which Contractor has possession of the dining facility. This is anticipated to be o/a 30 May – 4 Aug 06.
- d. A 30-day notice of cancellation will be provided to the individual insured.

7. **SUBSISTENCE-IN-KIND (SIK).** SIK diner is a patron whom the Government has a responsibility to provide subsistence, and by providing the meal it is considered to be in the Government's best interest.

8. **PERFORMANCE REQUIREMENTS.** The contractor's continued performance shall comply with industry food standard practices and any food service codes of city, state, and federal government. TB MED 530 can be utilized as a guide for the Contractor. Also see section 5.1, Contractor Quality Control.

9. **PERFORMANCE EVALUATION:** Performance of service will be evaluated to determine whether it meets the performance requirements of the contract. When the performance requirements are not met, the COR shall immediately advise the Contracting Officer and the contracting officer will issue a Contract Discrepancy Report (CDR) to the contractor. The contractor will respond to the CDR and return it to the contracting officer within 2 calendar days of receipt. The government will evaluate the contractor response and determine if it is acceptable. If a deficiency is repeated, a CURE NOTICE will be sent to the Contractor. See Inspection Checklist and SOW Section 5.2 and 5.3 for information.

10. **INVOICING.** Daily, the Contractor shall reconcile number of meals consumed with the COR. With the exception of the final payment, the minimum time frame which an invoice can be submitted for payment shall be 7 calendar days (biweekly invoicing is preferred). It will be the Contractor's option to submit an approved invoice to the Contracting Officer at the address listed in Block 9 of the SF1449. The invoice shall be submitted by the Contractor and shall at a

minimum include Contractor's name and address, current date, contract number, date meals were served, and number and type of meal served. The final invoice shall contain certification that suppliers, workers, etc. have been paid. The invoice shall be signed by the Contractor and approved by the COR. Invoice must also be approved by the Contracting Officer. Payment will be based on the actual number of SIK diners and authorized patrons headcount. If the "guaranteed" minimum number of meals were not consumed, the Contractor and COR shall make special annotation on the Contractor's invoice prior to submitting the invoice to the Contracting Officer. (Reminder, the Government shall guarantee a minimum of 50 meals per each Breakfast, Lunch, or Dinner during the period of 3 Jun – 28 Jul 06.)

11. PAYMENT. The Government shall process payment in arrears. Advance payment SHALL NOT be authorized under this contract. Payments shall be processed in accordance to the Prompt Payment Act. Payments will be made via electronic funds transfer (EFT) to the account specified by the contractor in CCR. Prior to the final invoice being processed for payment, the Contractor must reconcile documents and return all Government Furnished Property (GFP) to the Government. The Contractor must also attach a completed Release of Claim to the final invoice.

12. SERVICE ACT. Contractor shall comply with the Service Contract Act. Current Department of Labor (DOL) wages are included within this document. For the duration of the contract, the Contractor shall post the wage rates on the Government-furnished bulletin board for public viewing.

13. SITE VISIT. An on-site visit, at Ft. Meade, Freedom Hall (Bldg 159), will be conducted at 9:00 AM (MT) on **24 Mar 06**. During the site visit the potential Contractors can see the dining facility and ask questions about the requirements of this Request for Proposal (RFP). It is strongly urged that all interested parties participate in the site visit. When available the site visit minutes shall be made available via the SDARNG Internet web address.

14. PRE-PERFORMANCE CONFERENCE. The selected Contractor shall be required to attend a pre-performance conference. The purpose of the conference is so that the Contractor and Contracting Officer can exchange additional pertinent information regarding the contract performance. The Contractor shall also provide a listing of any Contractor owned equipment he anticipates utilizing. Date for the pre-performance shall be scheduled after award of contract.

15. CENTRAL CONTRACT REGISTRATION (CCR) / DUNS NUMBER. The Federal Government requires a potential Contractor to be registered in CCR prior to receiving any contract award. **Contractors must be CCR registered to be awarded a government contract**. CCR information will be utilized for miscellaneous reports related to this acquisition. Any potential contractor can accomplish these registrations at www.bpn.gov via the Internet.

16. REQUEST FOR PROPOSAL. Your RFP shall include the following:

a. SF1449, Solicitation/Contract/Order for Commercial Items (with Blocks 12, 17a, 17b, 30a, 30b, and 30c completed).

b. Price Schedule, prices/costs. (Page 1)

d. References – A list of three (3) - five (5) references within the past 3 years. References provided shall be from contracts of similar type/scope as this requirement. Prospective contractor must send Reference Questionnaire to references identified on the reference list for questionnaire completion. **References shall return completed questionnaire directly to contracting office** (block 9 of SF 1449). See next page for Reference Questionnaire.

c. FAR Clause 52.212-3 Offer or Representations and Certifications - Commercial Items (JAN 2005) completed.

e. You must also acknowledge any amendments that may be issued against the solicitation.

17. MAILING ADDRESS. Send/deliver your RFP to the address in block 9 of the SF 1449. Hand carried RFPs must be received **PRIOR TO** the Offer Due Date/Local Time (block 8) on the SF1449.

REQUEST FOR PROPOSAL W912MM-06-R-0001 REFERENCE QUESTIONNAIRE

Questionnaire is to be completed by the reference firm personnel and returned directly to USPFO for South Dakota, Building 455 ATTN: M Eisenbraun, 2823 W Main, Rapid City, SD 57702-8186. Questionnaires can also be faxed to 605-737-6752 or e-mailed to monty.eisenbraun@sd.ngb.army.mil.

FIRM EVALUATED: _____

FIRM PROVIDING REFERENCE: _____

POC PRINTED & TELEPHONE NUMBER: _____

POC SIGNATURE & DATE: _____

1. What was the performance period (dates) of your contract with the contractor and contract dollar value?
2. Provide a brief description of the services contracted/provided by the contractor.
3. Within the contract(s) your firm had with the contractor, did the Contractor have to provide the food products, labor, etc. to prepare and serve the meals?
4. Was any company owned furnished facility/equipment hand receipted to the Contractor?
5. With an estimated head count of 125-200 per meal, do you feel that the contractor has the experience to accomplish serving within 80 minutes?
6. Do you feel the contractor has adequate financial resources to perform a contract with a value estimated between \$90,000 and \$150,000 or the ability to obtain such resources?
7. Does the contractor have the necessary experience, technical skills and operational controls to accomplish a 60 day contract serving 3 meals per day? Does the contractor have the capability of obtaining the necessary personnel?
8. Is the contractor knowledgeable in and did they follow proper food handling procedures?
9. Does the contractor have a satisfactory record of integrity and business ethics?
10. What is your overall rating of the contractor (poor/marginal/satisfactory/good/excellent) and would you consider the contractor for future awards?
11. Other Comments

PERFORMANCE WORK STATEMENT (PWS)

1: GENERAL INFORMATION

1.1 SCOPE OF WORK. This is a firm, fixed-price contract based on pricing for each meal (breakfast, lunch, dinner). The contractor shall provide all labor, subsistence, and supplies necessary to provide contractor served, commercial type meals at Ft. Meade, SD, 196th Regiment (RTI) Dining Facility (Freedom Hall). The Government will provide certain property under accountability. The contractor shall perform to the standards in this contract. Authorized diners are identified by two classifications: **Subsistence-in-Kind (SIK)** and **Non-SIK**. The Government will provide payment only for SIK diners. Non-SIK diners will pay contractor for meals consumed. Estimated workload information is provided in the Tentative Numbers Section.

1.2 PERSONNEL. The contractor shall furnish all personnel to accomplish work required by this contract. The dining facility manager, food preparation and serving personnel shall read, write, speak, and understand English.

1.2.1 DINING FACILITY MANAGER(S). The contractor shall provide a dining facility manager to oversee and manage this dining operation. The dining facility manager or a designated assistant shall be present during all operating hours of the dining facility. **The contractor shall submit the name(s) and phone numbers of the dining facility manager(s) to the CO at the pre-performance conference.**

1.2.2 COMPANY EMPLOYEES. Contractor personnel shall be easily recognized employees of the company. The company's projected method of recognition must be approved by the Contracting Officer (CO) or Contracting Officer's Representative (COR). The contractor will provide an employee list to the COR.

1.2.3 CONFLICT OF INTEREST. The Contractor shall not employ any person who is an employee of the United States Government or Department of Defense, military or civilian, if the employment of that person would create, or appear as, a conflict of interest.

1.2.4. PERSONAL HYGIENE. Contractor personnel hygiene will be IAW with all Food industry Health Code Regulations.

1.2.5. TOBACCO. No use of tobacco in any form except during breaks periods and only in designated areas. This is a non-smoking building.

1.2.5 SEPARATION OF DUTIES. Personnel who handle or serve food shall not be used to clean latrines, garbage cans, sewers, drains, grease traps or perform similar custodial duties during periods of food preparation and service.

1.2.6 USE OF ALCOHOLIC BEVERAGES/DRUGS. The use of alcoholic beverages or illegal drugs by Contractor personnel, while on duty, is strictly forbidden. The Contractor shall immediately remove and replace employees who are under the influence of alcohol or drugs.

1.2.7 LOITERING. Contractor employees shall not loiter in any working or patron areas. Upon completion of their assigned shift, employees shall depart the facility. The Contractor shall allow only authorized personnel to be present in kitchen, storage, serving, or washing areas.

1.2.8 REMOVAL OF CONTRACTOR EMPLOYEES. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the Government installation, shall abide by all security regulations of the installation and shall be subject to such checks as may be deemed necessary. The Government reserves the right to direct the removal of an employee for misconduct, security reasons, or any overt evidence of communicable disease. Removal of Contractor employees for reasons stated above does not relieve the Contractor from responsibility for total performance.

1.2.9 VEHICLE OPERATORS. Contractor personnel operating privately owned vehicles on the installation shall have a valid state license to operate a motor vehicle and shall comply with the current Installation Standard Operating Procedures. (Contractor is responsible to ensure all employees have current vehicle insurance while operating them on the Installation).

1.3 SAFETY Upon the contract start date, the Contractor shall initiate a Safety Program for employees performing work under this contract. No later than 14 days after award, the Contractor shall furnish to the CO for review and approval, a copy of the proposed Safety Training Plan which will be used to implement the Safety Program. The plan shall include a safety orientation for all employees immediately following their employment.

1.4 EMERGENCY MEDICAL TREATMENT. Government furnished medical service is not available to Contractor personnel. Contractor is responsible to ensure employees are provided medical care in the local community.

1.4.1 ACCIDENT/INJURY REPORTING. Immediately upon the occurrence of a job related injury, the Contractor shall notify the COR/Contracting Office at 605-737-6738, 6739 or 6664.

1.5 FIRE PREVENTION AND PROTECTION. The Contractor shall provide an orientation to all employees on fire prevention and protection in accordance with (IAW) installation SOP.

1.6 HEALTH INSPECTION. IAW local jurisdiction (city, township, county, State) and installation guidance, Medical Advisors, Occupational Health Nurses, or Food Service Board Members may inspect and evaluate the operation at any time when coordinated with the CO/COR. Advance notice to the Contractor does not need to be provided.

1.7 PHYSICAL SECURITY. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. The Contractor shall, secure the facility, equipment, and supplies, any time during the duty day when personnel are off between meals, out of the building, and also at the close of the facility. No food preparation equipment will be running while the facility is left unattended. No locks can be added or changed without approval from the COR.

1.7.1 ACCESS TO FACILITIES. The Contractor shall provide access to facilities for observations and evaluations by any Government agency or individual authorized access by the CO/COR.

1.7.2 KEY CONTROL. The Regional Training Institute (RTI) will establish and implement a method of accounting for all building access. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall report any loss of keys to the CO/COR not later than two hours after discovery of such loss. The Contractor shall be responsible for all costs for replacement of keys or locks if such action is necessary due to negligence of Contractor personnel.

1.7.3 STORAGE. Limited storage is available for subsistence products/goods. The Contractor must coordinate delivery of products in a manner to maintain the best possible care for the products. Delivery of subsistence shall not occur during serving hours.

1.8 MEAL SERVICE HOURS. Typical meal service hours for military dining facilities are:

Breakfast 0630-0800 hours, **Lunch** 1130-1300 hours, **Dinner** 1700-1830 hours

When variation of meal times and length of meals are necessary they will be coordinated through the COR and the Contractor. **The Government reserves the right to vary meal times.**

1.9 CONSERVATION OF UTILITIES. The Contractor shall implement energy conservation programs at the dining facility to ensure energy is conserved. Written policy shall be provided to the CO from the Contractor, if requested.

1.10 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all applicable Federal, State, and local environmental protection laws, regulations, and standards.

1.11 SCHEDULED CLEANING PLAN. The Contractor shall provide a **cleaning plan** to the COR for approval. A copy of the approved cleaning plan must be provided to the CO at the Pre-performance Conference.

2: GOVERNMENT FURNISHED PROPERTY (GFP) AND SERVICES

2.1 GENERAL. The Government will provide the facility and equipment that is plumbed, wired and/or considered permanent real property. The Government will supply the initial issue of all glassware, dishes, and eating utensils (approximately 135 settings). The Contractor shall be required to replace any items at no cost to the Government that are broken or lost due to the fault of the contractors personnel. Seating capacity of the 196th Regiment (RTI) Dining Facility is 130. See Section, GFP, for a complete list.

2.2 ACCOUNTABILITY. The Contractor shall be directly responsible and accountable for all GFP upon delivery of such GFP into its custody or control, in accordance with the terms of this contract.

2.2.1 AUDITS. The Government retains the right to audit the Contractor's GFP control system as frequently as conditions warrant.

2.2.2 DINING FACILITY/ INITIAL GFP. The Contractor and the Government shall jointly inventory the number and condition of all items of Government Furnished Property/Equipment/Material to include the serial number of any serial numbered item. See Section, Government Furnished Property. The joint inventory will be conducted and the contractor required to sign for the dining facility and equipment in the dining facility. This inventory is scheduled to occur on or about **30 May 06**. Any other items deemed necessary to operate the facility will be supplied by the Contractor.

2.2.3 CONTRACT COMPLETION/TERMINATION INVENTORY: Upon contract completion, termination, or breaks in time period, the Government and the Contractor at the written direction of the CO shall conduct a joint inventory. The Contractor project manager/property control representative, COR, and functional area representatives will be present at these inventories. Contractor shall return equipment and facility back to the COR no later than **4 Aug 06**.

2.3 CHAIN OF CUSTODY:

2.3.1 REMOVAL OF GOVERNMENT FURNISHED PROPERTY EQUIPMENT AND MATERIAL. The COR will provide the Contractor a chain of custody document when GFP, Equipment, or Material listed in this contract is removed for repair or replacement from the Contractor operated building/facility.

2.3.2 REPLACEMENT GOVERNMENT FURNISHED PROPERTY EQUIPMENT. When replacement GFP, equipment, or material is provided to the Contractor, the Contractor shall immediately acknowledge acceptance and responsibility for the GFP.

2.3.3 LOSS OF OR DAMAGE TO GOVERNMENT FURNISHED PROPERTY. Upon discovery of any loss or damage to GFP, Equipment, or Material, the Contractor shall immediately notify the COR/CO by verbal means. A written notification shall follow within two days. The Contractor shall investigate and report, in writing, to the COR all cases of loss, damage or destruction of GFP in its possession as soon as the facts become known but not later than 15 days after discovery.

2.3.4 RELIEF OF RESPONSIBILITY. For relief of responsibility, the procedures outlined in AFARS 45.503 are mandatory for both the Contractor and the Government.

2.3.5 LIABILITY. See FAR CLAUSE 52.245-8 Liability for Facilities.

2.3.6 EQUIPMENT MANUALS. Equipment operating manuals if available will be provided to the Contractor on contract start date. A joint inventory will be taken of available equipment operating manuals. If any subsequent inventory shall disclose the loss of any manuals the Contractor shall replace the manual by obtaining a new copy from the equipment manufacturer. Replacement manuals shall become the property of the Government.

2.3.7 FACILITIES. The Contractor shall, as directed by the CO, restore the facilities, areas, and GFP to the condition in which received, fair wear and tear excepted, at time of contract completion or termination of this contract, except as otherwise approved in writing by the CO.

2.3.8 MAINTENANCE. Maintenance, repair, and replacement of Government furnished facilities and equipment will remain the responsibility of the Government unless neglected by the Contractor or his personnel. The Government will furnish alterations, repairs, and maintenance of dining facilities. The Contractor shall notify the CO, in writing, when obvious building alterations, repairs, of maintenance are required.

2.3.9 EQUIPMENT WARRANTY REPAIRS. Warranty repairs will be accomplished by the manufacturer or dealer, as specified in the equipment warranty. If the Contractor performs unauthorized maintenance such that it voids the warranty, the Contractor shall be responsible for subsequent maintenance of the items for the period that would have been covered by the warranty.

2.4 SERVICES. The Government will furnish:

2.4.1 UTILITIES. Utilities required to operate the dining facility and equipment shall include but are not limited to Electrical, Water, and Gas. SPECIAL NOTE: SEPARATE METERING SYSTEMS ARE NOT AVAILABLE.

2.4.2 TELEPHONE. Local "Class C" service limited to intra-post and Government business only.

2.4.3 INSECT AND RODENT CONTROL. Periodic pest control services. The Contractor shall notify the COR any time insect rodent activity or harborage is discovered to receive Government furnished pest control services.

2.4.4 GROUNDS MAINTENANCE. The Government will maintain the grounds outside facility.

2.4.5 POLICE AND FIRE PROTECTION. The Government will provide the Contractor with the available telephone numbers, addresses and procedures for respective military installation and local civilian sources.

2.4.6 GARBAGE. Currently, there is only one garbage container outside the facility. The Government will supply additional container(s) (to include arranging the proper disposal of the garbage) to accommodate the garbage usage. Container lids must remain completely closed to avoid animal scavenging and to avoid a trash smell. Cardboard boxes will have to be broken down by the Contractor to comply with local recycling procedures.

2.5 MISCELLANEOUS.

2.5.1 LIGHTBULBS. The Government will provide and install replacement light bulbs.

2.5.2 MENU DISPLAY BOARDS. The Government will provide a display/bulletin board whereby the Contractor will be able to post the current and next day menus. The Contractor shall post both current and following day menus for Breakfast, Lunch, and Dinner to include price for each meal. These changes will be posted early enough to ensure all diners have access to the following day's menu.

3: CONTRACTOR FURNISHED ITEMS AND SERVICES

3.1 SUBSISTENCE. The Contractor shall provide all subsistence items necessary to provide and personnel to serve all meals in accordance with the enclosed 14 Day Menu Plan (See Menu Section).

3.2 CLEANING. The contractor will provide all cleaning supplies and other items deemed necessary to enable the contractor to perform all sanitation procedures to meet or exceed the requirements of the food service industry and local Health Code standards. The Government will furnish dish washer soap.

3.3 TABLES. The dining room tables will be maintained during meal serving times and cleaned after every meal.

3.4 FLOORS. The contractor shall keep all floor areas clean and keep free of debris, at all times to include sweeping, vacuuming, mopping, sanitizing, waxing and buffing as predicated by floor type in the receiving, storage, preparation, cooking, serving and dining areas. The tile floor will be waxed/buffed a minimum of once daily at the end of the day, or upon special request by the COR. The Government will furnish tile floor cleaning/wax products.

3.5 LATRINES. 196th Regiment (RTI) Dining Facility's restroom sinks, stools and floors will be cleaned after every meal. The Government will furnish restroom paper products and stool brushes.

3.6 FACILITY. The dining facility (GFP) woodwork, walls, ceilings, doors, windows, window glass, furniture, equipment and other miscellaneous items will be clean at all times.

3.7 WORKING ATTIRE. The Contractor shall provide all employees the applicable aprons, caps/nets, wash cloths, towels, etc. to comply with industries standards and health regulations. Employees will report to each shift wearing **clean uniforms**. Aprons worn will be in a high state of cleanliness. Uniforms need to have sleeves (at least ¼ length). Pants will be full length, not shorts. No sandals, flip flops or open toed shoes.

3.8 GARBAGE BAGS. The Contractor will provide garbage bags for trash cans used in the dining facility.

3.9 GREASE. There is no facility storage for waste grease. The contractor will plan and provide for the proper disposal of any waste grease products.

3.9 DECORATIVE MATERIALS. Contractor may provide decorative materials for holidays and special occasions.

3.10 POSTERS. The Contractor shall display the Wage Determination in an area for all employees to see.

3.11 QUARTERS: Government quarters for contractor personnel are not available on this installation.

4: SPECIFIC TASKS FOR MEALS

4.1 DINING FACILITY MEALS. The Contractor will prepare and serve meals at the Government Dining facility. Meal planning will be IAW the enclosed 14 Day Menu Plan. The specified Breakfast, Lunch & Dinner meals for each day will be served. There will be one line into the dining facility. On most occasions the Staff will eat 30 minutes prior to the students. See the Menu Information and 14 day menu for portion sizes of items.

4.2 FOOD SERVING. The Contractor shall serve a complete meal to any authorized patron entering the facility during meal hours. Patrons shall be allowed to request and receive more than one portion of any item included in the menu for the meal being served except the main entrée for lunch and dinner. All authorized patrons to be provided meals that will be charged to the Government will be controlled via use of meal cards, roster or verbally by COR (SIK). It will be the responsibility of the Contractor to collect payment from all patrons without a meal card at the appropriate contract line item amount (non-SIK).

4.3 CUP OF SOUP (field feeding). The Contractor will provide soup, disposable cup and utensil kit for each serving. Type of soup which will be able to be drank from the cup. Cup will be filled with not less than 14 fl. oz of soup. Consumption time will be approximately 2400 hours (midnight). To accommodate this feeding time, the Contractor will prepare the soup and then refrigerate it. Government personnel would then reheat the soup at the Dining Facility, place it in portable food containers, transport the soup to the field site, feed the troops, and return the empty portable food containers to the mess hall. Contractor personnel would be involved only with the initial preparation of the soup, organizing the cups and utensils, and cleaning of the portable food containers. The number of soup servings ordered for that day will be considered consumed in the field. **The Government will pay for the number of servings ordered.**

4.4 MEALS TO GO. Occasionally RTI personnel may miss a meal due to duty performance. In these situations the Government COR will request a Meal To Go from the Contractor. The Contractor will provide the meal being requested in a disposable carry out container. Contractor will provide disposable carry out containers & utensils. The **meal rate charged** will be the **same rate** as if the **applicable meal** had been consumed in the dining facility.

4.5 MENU SUBSTITUTIONS. CO/COR can approve menu substitutions.

4.6 WATER. Water pitchers are required on dining tables. Contractor personnel will place, fill and maintain water pitchers during all meals.

4.7 SELF SERVICE/CONDIMENTS AREA. Most condiments will be provided in commercially packaged individual servings. See Menu Information for specifics.

4.8 AUTHORIZED DINERS. The COR will have control of personnel who enter the dining facility. SIK patrons will be identified by use of a meal card or COR. All other personnel will be considered NON-SIK. See attachment for Tentative Numbers for estimates. Revised SIK numbers will be provided prior to the start date of the contract and then as available.

4.9 SIK HEADCOUNT. The Contractor and COR will reconcile the number of SIK meals served on a daily basis. Any discrepancies will be brought to the attention of the CO by the COR.

4.10 INVOICING. See items 10 and 11 of the bid schedule. All payments for meals served to the SIK soldier will be processed thru the USPFO. Any questions in reference to payment shall be addressed to the Contracting Office at the USPFO for South Dakota.

4.11 CASHIER. The Contractor will provide a cashier and equipment for all non-SIK soldiers/patrons.

4.12 LOST AND FOUND ARTICLES. All unclaimed items found shall be turned into the COR on a daily basis.

5: QUALITY CONTROL

5.1 CONTRACTOR QUALITY CONTROL PLAN. The Contractor shall establish and follow a quality control program that will meet all requirements for food preparation, cooking, serving and handling IAW industry standards. An outline of the Contractor's quality control program shall be submitted to the CO **prior to award**.

5.1.1 QUALITY CONTROL PLAN PROVISIONS. The quality control program, at a minimum must include an inspection/evaluation system covering all services required by this contract. It must specify the areas to be inspected/evaluated and approved by the COR. A method of identifying deficiencies in the quality control operations. A method of documenting and enforcing quality control operations. The Contractor will have full accountability for quality control and quality control programs.

5.1.2 QUALITY CONTROL RECORDS. The Contractor shall maintain records of all evaluations and inspections conducted and corrective actions taken at the installation/local office. The Contractor shall make these documents available to the Government throughout the term of this contract.

5.2 GOVERNMENT QUALITY ASSURANCE. The Government will conduct routine evaluations/inspections without advance notification to the Contractor. These routine inspections will be the main method of surveillance. Surveillance includes any complaints and if there were indications or concerns over illnesses that occurred from eating the food served by the Contractor. The Government will evaluate the Contractor's performance using the criteria specified in paragraph 5.3. The COTR or evaluators will follow the method of surveillance specified in this contract. Government personnel will record all surveillance observations. When an observation indicates sub-standard performance, the COTR will require the contract manager or representative at the site to initial the observation. The initialing does not necessarily constitute concurrence with the observation, only acknowledgement that he/she has been made aware of the sub-standard performance. Government surveillance of tasks not listed in paragraph 5.3 or by methods other than those listed here in may occur during the performance of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the CO as a result of surveillance will be in accordance with the terms of this contract.

5.3 GOVERNMENT QUALITY ASSURANCE CRITERIA: The Government will evaluate the contractor's performance based on the following criteria (Also see Inspection Checklist):

5.3.1 ENTRÉE VARIATION: Variation of Entrée recipe from time to time is a good way to enhance variety and is encouraged (i.e. Swiss Steak made with mushroom sauce and Swiss Steak made with tomato sauce.)

5.3.2 PORTION SIZES: Maintaining consistent portion sizes. See the 14 day menu for portion sizes. Meat weights are the precooked weight for meat items.

5.3.3 KEEPING SALAD BAR AND SELF SERVICE AREAS STOCKED: Maintaining adequate quantities of food items available on the salad bar and self service areas. Replacing empty dishes (salads) with full dishes of the same or other types.

5.3.4 SIDE DISH VARIETY: Ensuring a good variety of vegetables, breads, fruit, salads, and beverages are available at all meals to support good nutrition and health.

5.3.5 CLEANLINESS: Ensuring the dishes, utensils, trays, food serving equipment and dining facility is kept in a high state of cleanliness at all times. Ensuring that it meets or exceeds health code standards. Ensuring that all employees maintain a clean appearance.

5.3.6 GARBAGE CONTROL: Ensure that garbage area outside the dining hall is kept up and garbage containers are not overflowing. Garbage containers must be kept closed as to not allow access by critters.

MENU INFORMATION/FORMAT

MENUS: The enclosed 14 Day Menu Plan is structured with the intent to meet the increased nutritional demands of intense training and provide a variety of selections resulting in a high percentage of satisfied diners. The contractor is encouraged to use all available garnishing and presentation techniques in order to assist in this effort. See the items listed below and the 14 Day Menu Plan to plan each specific days menu.

DELI BAR: The Deli Bar will be available at every Lunch and Dinner Meal. The deli bar will consist of a lettuce salad, two (2) side salads (potato salad, macaroni, three-bean, cottage cheese, pasta salad, jello salad, etc., rotated each meal), three (3) side items such as vegetables, pickles, fruit and three (3) varieties of salad dressing, salad crackers and croutons. There will not be any per person limits on salad items .

BEVERAGES: These beverages will be available at every meal in addition to any specified in the daily menu. Water, White Milk (2%) Dispenser, Fruit Juice or Kool-Aid will always be available with each meal in a self server mode. In addition, Cocoa, Chocolate Milk, Coffee, Hot Tea, and Iced Tea will only be available for Staff Personnel. There will not be any per person limits on beverages.

COMMERCIAL INDIVIDUAL PACKAGES: These items will be provided **in commercial individual serving size packages.** Salad crackers, croutons, saltines, peanut butter, jelly, butter, salad dressings, sugar, sweeteners, creamers, dipping sauce, mayonnaise, dry cereal and instant hot cereal.

BULK ITEMS: These items can be provided in bulk, salt and pepper, ketchup, mustard, steak sauce and hot sauce. Each item will have it's own serving dispenser and be provided every meal on every table. There will not be any per person limits on these items.

ITEMS ALWAYS AVAILABLE: These items will be available at every meal. Saltines, peanut butter, jelly, butter, sugar, sweetener, creamer, mayonnaise, ketchup, mustard, steak sauce, hot sauce, salt and pepper. There will not be any per person limits on these items.

BREAD: At least 2 varieties will be provided every meal. There is no per person limit on bread.

VEGETARIAN ENTRÉES':

Vegetarian Entrees' may become necessary at Breakfast/Lunch/Dinner Meals. Vegetarian Entrees' will be available as a substitute to the main entrée being served. If Vegetarian Entrees' becomes a requirement, the COR will notify the contractor of the time period and the estimated number of servings that are necessary. No Government Menu is available for use. The contractor will use their expertise to plan and create the vegetarian entrées'.

SOUP (field feeding): 14 oz of Drinkable soup served in a disposable container. See SOW paragraph 4.3.

PORTION SIZES: Serving sizes of menu items are specified in the 14 Day Menu. All meat portion weights are precooked weights.

SPECIAL NOTES:

1. The lunch entrée may be carried over as an additional item to the dinner meal.
2. The dinner entrée may be carried over as an additional item next day's lunch.
3. The use of any item as a leftover (including breakfast items) will be done IAW Industries Standards.

MENU 1

BREAKFAST

CHILLED ORANGE JUICE
CHILLED GRAPE JUICE
EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)
GRILLED HAM SLICES (8 OZ MINIMUM)
FRENCH TOAST (2 SLICE MINIMUM)
SYRUP
TOAST
ASSORTED DRY CEREAL (3 KINDS MINIMUM)
FRESH FRUIT (2 KINDS MINIMUM)
INSTANT HOT CEREAL

LUNCH

BARBECUED BEEF on HAMBURGER BUN (2 BUNS WITH 4 OZ OF MEAT EACH)
POTATOES, OVEN BROWNED (4 OZ MINIMUM)
BAKED BEANS (4 OZ MINIMUM)
SOUP (8 OZ MINIMUM)

DINNER

ROAST TURKEY (8 OZ MINIMUM)
CRANBERRY SAUCE (4 OZ MINIMUM)
POTATOES, MASHED W/GARLIC (4 OZ MINIMUM)
GRAVY, TURKEY, NATURAL PAN
CALICO CORN (4 OZ MINIMUM)

MENU 2

BREAKFAST

CHILLED ORANGE JUICE
CHILLED V8 JUICE
EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)
BACON (3 SLICE MINIMUM)
POTATOES, HASH BROWN (4 OZ MINIMUM)
BAGELS W/CREAM CHEESE
TOAST
ASSORTED DRY CEREAL (3 KINDS MINIMUM)
FRESH FRUIT (2 KINDS MINIMUM)
INSTANT HOT CEREAL

LUNCH

BAKED CHICKEN (2 PIECE MINIMUM)
APPLESAUCE (4 OZ MINIMUM)
POTATOES, MASHED (4 OZ MINIMUM)
GRAVY, CHICKEN
SEASONED WHOLE KERNEL CORN (4 OZ MINIMUM)
SOUP (8 OZ MINIMUM)

DINNER

BRAISED PORK CHOPS (8 OZ MINIMUM)
SCALLOPED POTATOES AND ONIONS (4 OZ MINIMUM)
SEASONED BROCCOLI WITH CHEESE SAUCE (4 OZ MINIMUM)

MENU 3

BREAKFAST

CHILLED ORANGE JUICE
CHILLED GRAPE JUICE
EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)
BAKED SAUSAGE PATTIES (4 OZ MINIMUM)
BLUEBERRY PANCAKES (2 MINIMUM) (2 OZ BATTER PER PANCAKE)
SYRUP
TOAST
ASSORTED DRY CEREAL (3 KINDS MINIMUM)
FRESH FRUIT (2 KINDS MINIMUM)
INSTANT HOT CEREAL

LUNCH

SWEDISH MEATBALLS WITH GRAVY (4 OZ MINIMUM MEAT & 2 OZ GRAVY)
BUTTERED PASTA (4 OZ MINIMUM)
SEASONED PEAS (4 OZ MINIMUM)
GARLIC BREAD (1 SLICE)
SOUP (8 OZ MINIMUM)

DINNER

CHICKEN FRIED STEAK (8 OZ MINIMUM)
BROWN GRAVY
POTATOES, MASHED (4 OZ MINIMUM)
GLAZED CARROTS (4 OZ MINIMUM)

MENU 4

BREAKFAST

CHILLED ORANGE JUICE
CHILLED TOMATO JUICE
EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)
CREAMED GROUND BEEF with BISCUITS (2 BISCUITS MINIMUM WITH 6 OZ OF CREAMED BEEF)
HOME FRIED POTATOES (4 OZ MINIMUM)
TOAST
ASSORTED DRY CEREAL (3 KINDS MINIMUM)
FRESH FRUIT (2 KINDS MINIMUM)
INSTANT HOT CEREAL

LUNCH

BAKED HAM STEAKS (8 OZ MINIMUM)
POTATOES AU GRATIN (4 OZ MINIMUM)
SEASONED MIXED VEGETABLES (4 OZ MINIMUM)
SOUP (8 OZ MINIMUM)

DINNER

SPAGHETTI WITH MEAT SAUCE (8 ½ OZ MEAT SAUCE AND 6 OZ SPAGHETTI)
GRATED CHEESE (PARMESAN) (PROVIDED IN BULK ON EVERY TABLE)
SEASONED CAULIFLOWER WITH CHEESE SAUCE (4 OZ MINIMUM)
TOASTED GARLIC BREAD (1 SLICE)

MENU 5

BREAKFAST

CHILLED ORANGE JUICE
CHILLED APPLE JUICE
HOT CEREAL (INSTANT OATS) (6 OZ MINIMUM)
EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)
BACON (3 SLICE MINIMUM)
BELGIUM WAFFLES (MINIMUM 2) (2 OZ WAFFLE)
SYRUP
TOAST
ASSORTED DRY CEREAL (3 KINDS MINIMUM)
FRESH FRUIT (2 KINDS MINIMUM)
INSTANT HOT CEREAL

LUNCH

ROAST PORK (8 OZ MINIMUM)
POTATOES, MASHED (4 OZ MINIMUM)
BROWN GRAVY
SEASONED GREEN BEANS (4 OZ MINIMUM)
SOUP (8 OZ MINIMUM)

DINNER

ROAST BEEF (French Dip Sandwich on Hoagie Bun w 8oz min meat) or 2Hot Dogs (2Buns w Dog 1.25oz each)
AUJUS JUICE
POTATOES, TATER TOTS (4 OZ MINIMUM)
SEASONED BEETS (4 OZ MINIMUM)

MENU 6

BREAKFAST

CHILLED ORANGE JUICE
CHILLED V8 JUICE
EGGS, SCRAMBLED W/CHEESE (2 EGG MINIMUM)
BLUEBERRY PANCAKES (2 MINIMUM) (2 OZ EACH PANCAKE)
SYRUP
CORNED BEEF HASH (4 OZ MINIMUM)
TOAST
ASSORTED DRY CEREAL (3 KINDS MINIMUM)
FRESH FRUIT (2 KINDS MINIMUM)
INSTANT HOT CEREAL

LUNCH

SALISBURY STEAK (8 OZ MINIMUM)
MASHED POTATOES (4 OZ MINIMUM)
SEASONED WHOLE KERNEL CORN (4 OZ MINIMUM)
SOUP (8 OZ MINIMUM)

DINNER

CREOLE MACARONI (8 OZ MINIMUM)
CALICO CORN (4 OZ MINIMUM)
CHEESE BISCUIT (1 EACH)

MENU 7

BREAKFAST

CHILLED ORANGE JUICE

CHILLED GRAPE JUICE

SAUSAGE GRAVY on BISCUITS (2 BISCUITS MINIMUM with 6 OZ OF SAUSAGE GRAVY)

EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)

HOME FRIED POTATOES (4 OZ MINIMUM)

TOAST

ASSORTED DRY CEREAL (3 KINDS MINIMUM)

FRESH FRUIT (2 KINDS MINIMUM)

INSTANT HOT CEREAL

LUNCH

BEEF STEW (11 OZ MINIMUM)

STEAMED RICE (4 OZ MINIMUM)

SEASONED PEAS (4 OZ MINIMUM)

SOUP (8 OZ MINIMUM)

BUTTERMILK BISCUIT (1 EACH)

DINNER

GRILLED SIRLOIN (8 OZ MINIMUM)

GARLIC MASHED POTATOES (4 OZ MINIMUM)

SEASONED BROCCOLI WITH CHEESE SAUCE (4 OZ MINIMUM)

MENU 8

BREAKFAST

CHILLED ORANGE JUICE

CHILLED GRAPE JUICE

EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)

GRILLED HAM SLICES (8 OZ MINIMUM)

FRENCH TOAST (2 SLICE MINIMUM)

SYRUP

TOAST

ASSORTED DRY CEREAL (3 KINDS MINIMUM)

FRESH FRUIT (2 KINDS MINIMUM)

INSTANT HOT CEREAL

LUNCH

BRAISED PORK CHOPS (8 OZ MINIMUM)

MACORONI AND CHEESE (4 OZ MINIMUM)

SEASONED MIXED VEGETABLES (4 OZ MINIMUM)

SOUP (8 OZ MINIMUM)

DINNER

TUNA CASEROLE (8 OZ MINIMUM)

POTATOES, OVEN BROWNED (4 OZ MINIMUM)

GLAZED CARROTS (4 OZ MINIMUM)

MENU 9

BREAKFAST

CHILLED ORANGE JUICE
CHILLED GRAPE JUICE
EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)
BACON (3 SLICE MINIMUM)
POTATOES, HASH BROWNS (4 OZ MINIMUM)
BAGELS W/CREAM CHEESE
TOAST
ASSORTED DRY CEREAL (3 KINDS MINIMUM)
FRESH FRUIT (2 KINDS MINIMUM)
INSTANT HOT CEREAL

LUNCH

MEAT LOAF (8 OZ MINIMUM)
MASHED POTATOES (4 OZ MINIMUM)
BROWN GRAVY
SEASONED GREEN BEANS (4 OZ MINIMUM)
SOUP (8 OZ MINIMUM)

DINNER

BARBECUED PORK SPARERIBS (8 OZ MINIMUM)
LONG GRAIN & WILD RICE (4 OZ MINIMUM)
SEASONED CAULIFLOWER WITH CHEESE SAUCE (4 OZ MINIMUM)

MENU 10

BREAKFAST

CHILLED ORANGE JUICE
CHILLED GRAPE JUICE
EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)
BAKED SAUSAGE PATTIES (4 OZ MINIMUM)
BLUEBERRY PANCAKES (2 MINIMUM) (2 OZ BATTER PER PANCAKE)
SYRUP
TOAST
ASSORTED DRY CEREAL (3 KINDS MINIMUM)
FRESH FRUIT (2 KINDS MINIMUM)
INSTANT HOT CEREAL

LUNCH

CHICKEN STRIPS (8 OZ MINIMUM)
DIPPING SAUCE (3 KINDS) FOR CHICKEN STRIPS
BUTTERED PASTA (4 OZ MINIMUM)
SEASONED WHOLE KERNEL CORN (4 OZ MINIMUM)
SOUP (8 OZ MINIMUM)

DINNER

PEPPER STEAK (8 OZ MINIMUM)
STEAMED WHITE RICE (4 OZ MINIMUM)
SEASONED BEETS (4 OZ MINIMUM)

MENU 11

BREAKFAST

CHILLED ORANGE JUICE

CHILLED TOMATO JUICE

EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)

CREAMED GROUND BEEF on BISCUITS (2 BISCUITS MINIMUM WITH 6 OZ OF CREAMED BEEF)

HOME FRIED POTATOES (4 OZ MINIMUM)

TOAST

ASSORTED DRY CEREAL (3 KINDS MINIMUM)

FRESH FRUIT (2 KINDS MINIMUM)

INSTANT HOT CEREAL

LUNCH

GRILLED HAM/CHEESEBURGERS (2Buns w 4oz meat each) or 2Hot Dogs (2Buns w Dog 1.25oz each)

SLICED CHEESE, TOMATOES, ONIONS AND PICKLES (NO PER PERSON LIMIT)

BAKED BEANS (4 OZ MINIMUM)

POTATOES, FRENCH FRIES (4 OZ MINIMUM)

SOUP (8 OZ MINIMUM)

DINNER

BAKED PORK TENDERLOIN (8 OZ MINIMUM)

POTATO, OVEN BAKED (4 OZ MINIMUM)

NATURAL PAN GRAVY

CALICO CORN (4 OZ MINIMUM)

MENU 12

BREAKFAST

CHILLED ORANGE JUICE

CHILLED APPLE JUICE

HOT CEREAL (INSTANT OATS) (6 OZ MINIMUM)

EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)

BACON (3 SLICE MINIMUM)

BELGIUM WAFFLES (2 MINIMUM) (2 OZ WAFFLE)

SYRUP

TOAST

ASSORTED DRY CEREAL (3 KINDS MINIMUM)

FRESH FRUIT (2 KINDS MINIMUM)

INSTANT HOT CEREAL

LUNCH

CHILI CON CARNE (9 OZ MINIMUM)

STEAMED RICE (4 OZ MINIMUM)

SEASONED MIXED VEGETABLES (4 OZ MINIMUM)

SOUP (8 OZ MINIMUM)

DINNER

ROAST TURKEY (8 OZ MINIMUM)

CRANBERRY SAUCE (4 OZ MINIMUM)

MASHED POTATOES W/GARLIC (4 OZ MINIMUM)

GRAVY, TURKEY, NATURAL PAN

SEASONED BROCCOLI WITH CHEESE SAUCE (4 OZ MINIMUM)

MENU 13

BREAKFAST

CHILLED ORANGE JUICE
CHILLED V8 JUICE
EGGS, SCRAMBLED W/CHEESE (2 EGG MINIMUM)
BLUEBERRY PANCAKES (2 MINIMUM) (2 OZ EACH PANCAKE)
SYRUP
CORNED BEEF HASH (4 OZ MINIMUM)
TOAST
ASSORTED DRY CEREAL (3 KINDS MINIMUM)
FRESH FRUIT (2 KINDS MINIMUM)
INSTANT HOT CEREAL

LUNCH

LASAGNA (10 OZ MINIMUM)
SEASONED PEAS (4 OZ MINIMUM)
TOASTED GARLIC BREAD (1 SLICE)
SOUP (8 OZ MINIMUM)

DINNER

BEEF ROAST (8 OZ MINIMUM)
BROWN GRAVY
MASHED POTATOES (4 OZ MINIMUM)
GLAZED CARROTS (4 OZ MINIMUM)

MENU 14

BREAKFAST

CHILLED ORANGE JUICE
CHILLED GRAPE JUICE)
SAUSAGE GRAVY on BISCUITS (2 BISCUITS MINIMUM with 6 OZ OF SAUSAGE GRAVY)
EGGS TO ORDER/SCRAMBLED EGGS (2 EGG MINIMUM)
HOME FRIED POTATOES (4 OZ MINIMUM)
TOAST
ASSORTED DRY CEREAL (3 KINDS MINIMUM)
FRESH FRUIT (2 KINDS MINIMUM)
INSTANT HOT CEREAL

LUNCH

BREADED CHICKEN BREAST (8 OZ MINIMUM MEAT)
MACARONI & CHEESE (4 OZ MINIMUM)
SEASONED GREEN BEANS (4 OZ MINIMUM)
SOUP (8 OZ MINIMUM)

DINNER

PHILLY STEAK/CHEESE (on HOAGIE BUN with 8 OZ MINIMUM MEAT)
POTATOES, FRENCH FRIES (4 OZ MINIMUM)
SEASONED CAULIFLOWER WITH CHEESE SAUCE (4 OZ MINIMUM)

TENTATIVE PERSONNEL NUMBERS PER MEAL

<u>RTI Personnel /Class</u>	<u>Event Date</u>	<u>Tentative Number Personnel Per Meal</u>
SIK-Personnel		
Phase I-1	03 Jun 06 – 16 Jun 06 (1 st Meal will be Lunch on 3 Jun 06)	75
Phase I-2	17 Jun 06 – 01 Jul 06	160
Phase II	02 Jul 06 - 28 Jul 06	120
Meals are required for 4 July (traditional holiday).		
Non-SIK Personnel (Individual pays contractor)		
All Phases	02 Jun 06 – 28 Jul 06	35

Soup (field feeding):

11 - 12 Jun 06 (125 Servings)
 14 Jun 06 (125servings)
 15 June 06 (30 servings)
 25 - 26 Jun 06 (200servings)
 28 Jun 06 (200 servings)
 29 Jun 06 (40 servings)

<u>Annual Training</u>	<u>Event Date</u>	<u>Tentative Number for Breakfast</u>	<u>Tentative Number for Dinner</u>
SIK-Personnel			
Joint Thunder Personnel	9-22 June06	**100	75
***Non-SIK Personnel (Individual pays contractor)		unkown	unkown

** Breakfast meal for Joint Thunder personnel will be mermitted to Custer Hall. Government personnel will pick up and serve breakfast meals. Dinner meal will be consumed in the dining facility by Joint Thunder Personnel.

***The COR will notify the contractor the day prior to the meal, what the Non-SIK meal numbers are.

It is not known at this time if Joint Thunder personnel will be part of the meal requirement during the option period.

NOTE: The Government reserves the right to change times, dates and serving numbers.

GOVERNMENT FURNISHED PROPERTY (GFP)

196th RTI, Freedom Hall Dining Facility. Seating Capacity: 130

Number and type of serving lines:

- a. Serving Lines: 1 (combined for both the main entrée and short order).
- b. Self Service Areas: 1
- c. Cashier/headcount Stations: 1

Dining Facility flooring consists of vinyl tile.

In addition to the dining facility the Government shall provide the following as a partial listing of items which the Contractor may utilize in performance of this contract. There is an extensive listing of miscellaneous items such as glass items, silverware, spatulas, etc. which will be accounted for in the inventory listing provided to the Contractor. If possible a more detailed inventory listing will be provided at the site visit.

When multiple quantities of an item are available, the number is indicated in (). All other items are one each.

Two Basket Deep Fat Fryer	Steam Jacket, 5 gal.
Mixing Bowl, 7.5 gal w/o cover	Meat Slicing Machine
Tilt Fry Table	Shelving S/S Duro Span rack, 24"x30"x72" (4)
Cold Food Counter (wired)	Convection Steamer
Heated Tableware (Plate) Dispenser (3)	Pot & Pan Rack (Racetrack)
Food Warmer, infra Red Lamp, w/2 lamps	Toaster, Continuous (roller type)
Ice Maker, 500 lb. capacity (2)	Oven Convection, gas, 3-5 rack, Double Deck
Food Mixing Machine, Mdl M-20	Range, 4 Burner & 1 Oven
Baking Pan, Square, 20"x17"x7" (3)	Refrigerator, 6 door, S/S, 38"Dx85"Hx87"W
Rack Table for Mixing Bowls	Salad Bar Server
Walk in Cooler	Coffee Urn, 600 cup
Grills (2)	Microwave Oven 38"D x 85"H x 87"W
Mixing Bowl, 20 gal	Portable Food Containers (Mermite) (12)
Stand for Mixer	Can Opener, Electric (2)
Food Preparation Table, 30" x 30" (4)	Silverware Dispenser (2)
Food Table, 48" x 30" (5)	Table & Chairs (approx. 130 individuals)
Hot Food Table, Mdl HFT-64, (plumbed)	Dishwasher, auto feed, Hobart
Cold Food serving table (moveable)(salads etc)	Vacuum cleaner, Upright
Milk Dispenser 3 / 5 gal Silver King (2)	

(To be completed by SDANG personnel)

[illegible]

No. 94-2485, Revision No. 26, dated 23 May 2005
WAGE DETERMINATION

The Service Contract Act states that employees must be paid in accordance to Department of Labor's (DOL) prevailing labor rates. The prevailing determination for this requirement is No. 1994-2485, Revision 26 dated 23May05. If prior to 31Mar06 the official Wage Determination from DOL changes, the solicitation will be amended. The following listing is an *excerpt* of the prevailing wage determination and provides information regarding the food preparation occupations only. Additional work occupations and information are listed within Determination 1994-2485. **Although the following is only an excerpt of the prevailing wage determination, the Contractor is required to comply with the complete document, to include health, welfare, vacation, holidays, uniform, etc.** If Contractor anticipates utilizing any other occupations such as janitor, laborer, etc., he should immediately contact the Contracting Officer for the additional minimum hourly wage and benefits information. The Contractor shall post a copy of the wage information in accordance with the contract document. The Government reserves the right to complete on-the-spot labor interviews of the Contractor's personnel. The Contractor shall maintain complete payroll documentation which is to be made available upon request by the Government.

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
---------------------------	---------------------

Food Preparation & Service Occupations:

07010 Baker	\$10.25
07041 Cook I	\$9.61
07042 Cook II	\$10.78
07070 Dishwasher	\$7.03
07100 Food Service Worker (Cafeteria Worker)	\$7.60
99030 Cashier	\$7.45

FRINGE BENEFITS:

In addition to the hourly wage rates listed above, employees are to receive the following fringe benefits for ALL occupations included within Wage Determination 1994-2485, Revision 26, dated 23May05.

HEALTH & WELFARE: **\$2.87** per hour or \$114.80 per week or \$497.47 per month.

VACATION AND HOLIDAYS are also addressed within the wage determination.

UNIFORM ALLOWANCE: IT IS NOT A FEDERAL GOVERNMENT REQUIREMENT THAT EMPLOYEES UNDER THIS CONTRACT WEAR UNIFORMS. The prevailing wage determination contains explicit instructions regarding uniform benefits. If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate that are required by the wage determination. If it is determined that uniforms are to be worn, you are strongly urged to obtain a copy of the complete wage determination from the Contracting Officer.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.216-22	Indefinite Quantity	OCT 1995
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-6	Drug Free Workplace	MAY 2001
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.233-2	Service Of Protest	AUG 1996
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).

However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The contractor shall submit a price schedule as shown in Section B, and the following information for confirmation of past performance and experience in the area of Food service. The contractor must be found acceptable based on the factors listed below. The proposals will be evaluated based on their pricing. Price being the determining factor for award with the preferences as stated below.

The following factors shall be used to find an offer acceptable:

1. Past Performance for the last Five years that indicates a minimum level of satisfactory in the food service industry showing the ability to prepare and serve at a minimum of 250 meals per day, with a minimum of three dining periods.
2. Prior Experience for the last Five years that indicates a minimum level of satisfactory. Provide names and addresses of contracts previously held in the food service industry showing the requirements to prepare and serve at a minimum 250 meals per day, with a minimum of three dining periods.
3. The contracting officer may determine an offer noncompliant with the terms and conditions of the solicitation if the contractor does not provide the information requested, specifically:
 - ? Signed SF1449
 - ? Pricing schedule (Page 3) Section B
 - ? Completed Reference Questionnaires
 - ? Certifications and Representations, 52.212-3, Alt I

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
-----	-----
—	—
-----	-----
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
-----	-----
—	—
-----	-----
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

 N/A (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 N/A (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

 N/A (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

 N/A (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 N/A (ii) Alternate I to 52.219-5.

 N/A (iii) Alternate II to 52.219-5.

 X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

 N/A (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

 N/A (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

 N/A (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 N/A (ii) Alternate I of 52.219-23.

 N/A (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 N/A (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

 X (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☐ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☐ N/A (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

☐ N/A (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ N/A (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ N/A (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

☐ N/A (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ N/A (ii) Alternate I of 52.225-3.

☐ N/A (iii) Alternate II of 52.225-3.

☐ N/A (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ N/A (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ N/A (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

☐ N/A (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

☒ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

☐ N/A (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

☐ N/A (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ N/A (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ N/A (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

☐ N/A Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

☒ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

 N/A (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

 N/A (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 N/A (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: [605-737-6752] .

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

www.acq.osd.mil

www.deskbook.osd.mil

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

www.acq.osd.mil

www.deskbook.osd.mil

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)